

**Terms and Conditions**  
**CIMB CLICKS Year End Bonanza Campaign 2018**

1. Every mention of “**CIMB**” refers to CIMB Bank Berhad (13491-P).

**The Campaign Period**

2. The “CIMB Clicks Year End Bonanza Campaign 2018” is organised by CIMB (“**Campaign**”) and shall run from 01 October 2018 to 31 December 2018, both dates inclusive (“**Campaign Period**”).
- 2A. CIMB reserves the right upon giving prior notice of fourteen (14) calendar days to change the duration and/or commencement and/or expiry dates of the Campaign Period.

**Eligibility**

3. This Campaign is open to all new and existing CIMB Clicks users.
4. The following persons/entities shall NOT be eligible to participate in this Campaign:
- (i) Permanent, temporary and/or contract staff or employees of CIMB (including its subsidiaries and related companies) and their immediate family members (i.e. spouses, children, parents, brothers and sisters); and/or
  - (ii) Partnerships, Charitable/Non-profit Organisations/Societies, Corporate and Commercial Customers, public listed companies, private limited companies, clubs, associations and co-operatives; and/or
  - (iii) Individual below the age of eighteen (18) years.

By participating in this Campaign, the Eligible Participant (defined herein) represents and confirms that the Eligible Participant is not under the above categories of persons/entities.

- 4A. Enrolment is not required in order to participate in this Campaign.

(The Eligible Participants shall hereinafter be collectively referred to as the “**Eligible Participants**”).

**Campaign Mechanism & Participating Criteria**

5. The following prizes are available to the selected winners of this Campaign for each monthly campaign duration (“**Monthly Campaign Duration**”):

| <b>Monthly Campaign Duration</b> | <b>Prizes &amp; Winners</b>                         |
|----------------------------------|---|
| 01 Oct – 31 Oct 2018             | <b>Grand Prize</b><br>RM50,000 cash back x 1 winner |
| 01 Nov – 30 Nov 2018             | <b>Consolation Prize</b>                            |

|                      |   |
|----------------------|---|
| 01 Dec – 31 Dec 2018 | RM100 cash back x 500 winners<br><i>Note:<br/>The above Prizes are applicable for each Monthly Campaign Duration.</i> |
|----------------------|---|

The Grand Prize and Consolation Prize each is referred to as the “**Prize**” and collectively referred to as the “**Prizes**”.

6. The Eligible Participants may earn an entry or entries (“**Entry**” or “**Entries**”, as the case may be) to win the Prize(s) referred to in Clause 5 by performing the transaction(s) listed in the table below and in the manner stated therein via CIMB Clicks website or CIMB Clicks mobile app or CIMB EVA mobile app:-

| Participating Criteria   | Number of Entries |
|--|-------------------|
| Register for a CIMB Clicks ID  | 20X               |
| Download and login for the first time to CIMB Clicks mobile app or CIMB EVA mobile app   | 20X               |
| Login minimum 3 times during each of the Monthly Campaign Duration to CIMB Clicks website or CIMB Clicks mobile app or CIMB EVA mobile app | 3X                |
| Perform Bill Payment / e-Payment at a minimum sum of RM50  | 10X               |
| Perform Mobile Prepaid Reload at a minimum sum of RM20   | 5X                |
| Perform payment to CIMB credit card or financing payment at a minimum sum of RM50  | 3X                |
| Perform Fund Transfer using Interbank GIRO (“ <b>IBG</b> ”) or Instant Transfer (“ <b>IBFT</b> ”) at a minimum sum of RM50                 | 2X                |

(hereinafter collectively referred to as the “**Eligible Transaction(s)**”)

7. All the Entries earned during a Monthly Campaign Duration will only be taken into account for that Monthly Campaign Duration and cannot be brought forward to the next Monthly Campaign Duration.

8. For the purposes of these Terms and Conditions:-

8.1 “**Bill Payment**” under this Campaign shall mean any bill payment transaction made by the Eligible Participants by logging into CIMB Clicks website or via CIMB Clicks mobile app or CIMB EVA mobile app to perform the Bill Payment at the ‘Pay Bills’ section in respect of the CIMB Clicks website and CIMB EVA mobile app and at the ‘Pay & Transfer’ section in respect of the CIMB Clicks mobile app using any of the Eligible Participants’ CIMB or CIMB Islamic Current or Savings accounts, CIMB Credit Card account or CIMB Kwik Account registered with CIMB for CIMB Clicks online banking facility.

8.2 “**e-Payment**” under this Campaign shall mean any payments made by the Eligible Participants via electronic payments options (including the FPX Online Payment Gateway) by logging into CIMB Clicks website.

8.3 “**Mobile Prepaid Reload**” under this Campaign shall mean any mobile prepaid reload transaction made by the Eligible Participants by logging into CIMB Clicks website or

via CIMB Clicks mobile app or CIMB EVA mobile app to perform the mobile prepaid reload at the 'Top Up' section using any of the Eligible Participants' CIMB or CIMB Islamic Current or Savings accounts, CIMB Credit Card account or CIMB Kwik Account registered with CIMB for CIMB Clicks online banking facility.

- 8.4 **"Fund Transfer"** under this Campaign shall mean fund transfer or payment made by the Eligible Participants by logging into CIMB Clicks website or via CIMB Clicks mobile app (at the 'Pay & Transfer' section) or CIMB EVA mobile app to perform fund transfer or payment via IBG or IBFT to other banks' current or savings account, credit card or loan account using any of the Eligible Participants' CIMB or CIMB Islamic Current or Savings accounts registered with CIMB for CIMB Clicks online banking facility.
9. The tracking of the Eligible Transaction is based on the transaction dates and time (Malaysian Time) as captured by CIMB's transaction records during the Campaign Period.
10. The Eligible Participants acknowledge and agree that the determination by CIMB as to whether any particular transaction is qualified as an Eligible Transaction(s) shall be conclusive and shall not be challenged in any manner whatsoever.

#### Winners Selection Process

11. At the end of the Campaign Period, the Eligible Participants under a particular Monthly Campaign Duration shall be randomly shortlisted by an automated selection system based on the total Entries earned by Eligible Participants within that Monthly Campaign Duration ("**Shortlisted Participants**").
12. (a) **Grand Prize Winner**
- (i) For the Grand Prize of each Monthly Campaign Duration, one (1) Shortlisted Participant ("**Shortlisted Grand Prize Participant**") shall be contacted by CIMB via telephone at their mobile number maintained in CIMB's records and shall be required to answer two (2) questions correctly before being declared as the Grand Prize winner of the Monthly Campaign Duration ("**Grand Prize Winner**"). In the event the Shortlisted Grand Prize Participant fails to answer the question correctly and/ or is not contactable for any reasons whatsoever, two (2) attempts will be made to call the Shortlisted Grand Prize Participant. Where the third (3<sup>rd</sup>) attempt is still unsuccessful, the said Shortlisted Grand Prize Participant will be disqualified and will not be entitled to win the Grand Prize. CIMB shall not be liable in any way whatsoever in the event any Shortlisted Grand Prize Participant cannot be contacted for whatever reason(s). The next-in-line Shortlisted Grand Prize Participant will be contacted to stand a chance to win the Grand Prize.
- (ii) CIMB has the sole discretion to fix the appointed date (Monday-Friday) and time (9am-6pm) to make the telephone calls to the Shortlisted Grand Prize Participants. CIMB shall not be held responsible for calls made to the Shortlisted Grand Prize Participants which are: (i) not completed or disconnected due to any reasons whatsoever; (ii) not answered or not proceeded with due to the unavailability of the Shortlisted Grand Prize Participants at the appointed date and time; and/or (iii) due to any other whatsoever reasons. CIMB reserves the right to record these telephone conversations.

- (iii) For avoidance of doubt, all telecommunication charges shall be borne by the Shortlisted Grand Prize Participant (including roaming charges incurred by the Shortlisted Grand Prize Participant outside Malaysia) as a result of CIMB contacting the Shortlisted Grand Prize Participants and CIMB shall not be liable for the same.

(b) **Consolation Prize Winner**

- (i) For the Consolation Prize, the Shortlisted Participants will be required to answer one (1) question correctly by replying to the short message service (SMS) sent by CIMB to the Shortlisted Participants ("**Shortlisted Consolation Prize Participants**"). The first five hundred (500) Shortlisted Consolation Prize Participants who reply with the correct answer will be declared as the Consolation Prize winners ("**Consolation Prize Winners**") for each Monthly Campaign Duration. For avoidance of doubt, only the first answer received by CIMB is taken into account. The deadline (i.e. date and time) to answer the question will be specified in the SMS. In the event any Shortlisted Consolation Prize Participant fails to answer the question correctly and/ or fails to reply within the given deadline and/ or is not contactable for any reasons whatsoever, that Shortlisted Consolation Prize Participant will be disqualified from standing a chance to win the Consolation Prizes. CIMB shall not be liable in any way whatsoever in the event any Shortlisted Consolation Prize Participant cannot be contacted for whatever reason(s).
- (ii) For avoidance of doubt, standard telecommunications charges for the SMS reply will apply and shall be borne by the Shortlisted Consolation Prize Participants and CIMB shall not be liable for the same.

The Grand Prize Winner and Consolation Prize Winners shall collectively be referred to as the "**Winners**".

13. It shall be the Eligible Participants' responsibility to ensure their mobile numbers provided are current and updated with CIMB. CIMB shall not be responsible for any loss (including loss of opportunity or loss of prizes) suffered in the event the Eligible Participants' mobile numbers in CIMB's record is not current or correct.
14. All question and answer sessions will be judged and decided by a panel of judges selected by CIMB and the decisions of the panel judges selected by CIMB shall be final and binding.
15. Each Eligible Participant shall be entitled to win a maximum of one (1) Prize only under this Campaign i.e. Grand Prize or Consolation Prize.
16. CIMB will notify the Winners via electronic communication display at CIMB's website at [www.cimbclicks.com.my](http://www.cimbclicks.com.my) or electronic mail or SMS to the Winners' mobile numbers or by any other means of notification which CIMB may select. The Winners will receive the Prizes within eight (8) to ten (10) weeks after the end of the Campaign Period.
17. At the time of selection of the Winners, the CIMB or CIMB Islamic Current or Savings accounts, CIMB Credit Card account or CIMB Kwik Account of the selected Winners (i) MUST be in good standing; and (ii) MUST NOT be in breach of any of the Terms and Conditions herein and/or the agreements which govern CIMB Islamic Current or Savings accounts or CIMB Credit Card account or CIMB Kwik Account; and (iii) MUST NOT be

terminated or closed or be made subject to any attachment, adverse orders made by the Court or any authorities sanctioned by laws, delinquent, and/or be invalid or cancelled as determined by CIMB during the Campaign Period and/or before the crediting of the Prizes, otherwise they will be disqualified from participating in this Campaign and/or being the Winner in this Campaign.

18. The Winners must not have closed or have had his/her CIMB or CIMB Islamic Current or Savings accounts, CIMB Credit Card or CIMB Kwik Account closed or terminated. Any Winner whose CIMB or CIMB Islamic Current or Savings accounts, CIMB Credit Card or CIMB Kwik Account has been closed or terminated before any Prize has been awarded to him/her under this Campaign will not be entitled to receive any Prize under this Campaign.
19. The Winners shall attend the prize presentation ceremony and/or other publicity programmes as and when required by CIMB at the Winners' own costs and expenses. If the Winners fail to attend such ceremony and/or other publicity programmes, CIMB reserves the right to forfeit the Prize(s) of the Winners and select an alternative Winner.
20. The Prize will be credited into the Winner's CIMB or CIMB Islamic Current or Savings accounts, CIMB Credit Card account or CIMB Kwik Account as selected by CIMB. CIMB will not entertain any request from the Winner to credit the Prize to the Winner's other CIMB or CIMB Islamic Current or Savings accounts, CIMB Credit Card account or CIMB Kwik Account or any third party's CIMB or CIMB Islamic Current or Savings accounts, CIMB Credit Card account or CIMB Kwik Account.

#### **General Terms and Conditions**

21. By participating in this Campaign, the Eligible Participants are deemed to have read, understood and agreed to be bound by these Terms and Conditions as well as consented to CIMB processing and disclosing their personal data in accordance with the CIMB Group Privacy Notice which can be found at [www.cimbbank.com.my](http://www.cimbbank.com.my) and/or [www.cimbislamic.com.my](http://www.cimbislamic.com.my) and agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Campaign, including the Prizes to be given away and the determination of the Grand Prize Winner and Consolation Prize Winners, shall be final, binding and conclusive.
22. CIMB reserves the right at its sole discretion to disqualify any Eligible Participant that it determines to be tampering with the entry process, or to be acting in breach or potential breach of these Terms and Conditions.
23. CIMB reserves the right to substitute the Prizes with other item(s) of similar cost and/or to extend, shorten, discontinue, cancel, terminate or suspend this Campaign by giving fourteen (14) calendar days' prior notice to the Eligible Participants. For the avoidance of doubt, any extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign by CIMB shall not entitle any of the Eligible Participants or any other persons whatsoever to any claim or compensation against CIMB for any losses or damages suffered or incurred by the Eligible Participants as a direct or indirect result of the act of extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign.

24. By participating in this Campaign, the Eligible Participant hereby agrees that CIMB shall not in any manner whatsoever be liable or held responsible to the Eligible Participants if CIMB is unable to perform in whole or in part of any of its obligations herein, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, war, strike, riot, any act of God beyond CIMB's control or due to any factor in a nature of a force majeure which is beyond CIMB's reasonable control.
25. CIMB shall not be liable to any Eligible Participants or any party for any loss or damage of whatsoever nature suffered (including but not limited to, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party) howsoever arising, in relation to the participation or non-participation in this Campaign including arising from any non-receipt or delayed receipt by the Eligible Participants of the SMS unless the same arise from and are caused directly by CIMB's gross negligence or wilful default.
26. CIMB reserves the right to vary (whether by addition, deletion, modification, amendment or otherwise whatsoever) any of the Terms and Conditions herein ("**Amendment**") by giving prior notice of twenty-one (21) calendar days to the Eligible Participants.
27. Notification to the Eligible Participants in respect of the extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign or the Amendment may be effected at CIMB's absolute discretion through any one of the following means of communication, namely, via electronic communication display at CIMB's website at [www.cimbclicks.com.my](http://www.cimbclicks.com.my) or via electronic mail or via SMS to the Eligible Participants' mobile numbers or by any other means of notification which CIMB may select and the extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign or the Amendment shall be deemed as binding on the Eligible Participants as from the date of such notification or from such other date as may be specified by CIMB in the notification. Eligible Participants acknowledge and agree to access CIMB's website at regular intervals to view these Terms and Conditions of the Campaign and to ensure that they are kept up-to-date with any changes or variations to these Terms and Conditions.
- 27A. No compensation in cash or any kind shall be given to the Eligible Participants for any losses or damages suffered or incurred by the Eligible Participants as a direct or an indirect result of such Amendment of the Terms and Conditions herein.
28. These Terms and Conditions (as amended from time to time pursuant to Clause 26) shall prevail over any provisions or representations contained in any other promotional materials advertising this Campaign. These Terms and Conditions are to be read in conjunction with the prevailing terms and conditions of the CIMB Clicks Internet Banking Agreement and terms and conditions governing CIMB or CIMB Islamic Current or Savings accounts, CIMB Credit Card account or CIMB Kwik Account which shall apply in addition to the Terms and Conditions herein.
29. To the fullest extent permitted by law, CIMB expressly exclude and disclaim any representations, warranties or endorsement, implied or express, written or oral, of all Prizes and will not assume any responsibility for the Prizes offered under this Campaign. CIMB will not entertain any complain whatsoever in connection with the Prizes.

30. By acceptance or receipt of a Prize, the Winner agrees to hold harmless CIMB and its affiliates and their respective directors, officers, employees and agents from and against any claim, action, proceeding, judgment, damage, loss, expense or liability suffered by CIMB and its affiliates and their respective directors, officers, employees and agents in connection with such Winner's participation in the Campaign or receipt, redemption or use of the Prizes. All risks, loss or damage associated with the use of the Prizes shall be assumed by the Winners.
31. CIMB accepts no responsibility for any tax implications that may arise from the Prizes or the use thereof. Any tax filing obligation or any tax payment due to any authority as a result of the acceptance or receipt of the Prizes remain the sole responsibility of the Winner. It is the responsibility of each Winner to seek independent advice on the possible implications it may have on his/her own financial situation.
32. CIMB reserves the right to publish or display the name, picture and city of residence of any Winner for advertising and publicity purposes in any manner it deems appropriate. By participating in this Campaign, the Winner hereby consents to and agrees that CIMB shall be at liberty to publish his/her name, picture and city of residence without compensation for advertising and publicity purposes. Non-compliance may result in an alternative Winner being chosen.
33. These Terms and Conditions shall be subject to the application of any prevailing laws, guidelines, directives, notices, regulations enacted and/or any other written laws or which are issued by Bank Negara Malaysia or any other body having supervisory authority over the CIMB in relation to or which are applicable to the Campaign or any matters herein.
34. If there is any inconsistency (ies), conflict(s), ambiguity (ies) or discrepancy (ies) between the Bahasa Malaysia and English version of these Terms and Conditions herein, the English version of these Terms and Conditions shall prevail. Notwithstanding the aforementioned, where request had been made by the Eligible Participant and noted and acknowledged by CIMB in its records that the Bahasa Malaysia version of the Terms and Conditions has been selected by the Eligible Participant to govern the operation of this Campaign, then the Bahasa Malaysia version of these Terms and Conditions shall prevail.
35. For feedbacks and/or complaints related to this Campaign, the Eligible Participants may contact CIMB's Customer Resolution Unit bearing the following address, telephone and facsimile numbers (or bearing such other address, telephone and facsimile numbers which CIMB may change by notification to the Eligible Participants): Customer Resolution Unit, Level 19, Menara Bumiputra-Commerce, 11, Jalan Raja Laut, 50350 Kuala Lumpur Tel: 603 6204 7788/Fax: 603 2691 3248/Email: [cru@cimb.com](mailto:cru@cimb.com).